



DU PAGE COUNTY

Public Works Committee

Regular Meeting Agenda

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, November 18, 2025

9:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRMAN'S REMARKS - CHAIR CHILDRESS

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [25-2793](#)

Public Works Committee - Regular Meeting Minutes - Tuesday, November 4, 2025

6. CONSENT ITEMS

6.A. [25-2794](#)

FM - Second Amendment to Contract 6953-0001 SERV issued to Carbon Day EV Charging, to furnish, deliver, and install two (2) ChargePoint electric vehicle charging stations, for the County campus, for Facilities Management, for a change order to extend the contract to May 31, 2026, no change in contract amount.

6.B. [25-2795](#)

FM – Amber Mechanical Contractors 6826-0001 SERV – This contract is being extended to May 31, 2026 to complete the current HVAC replacement project at the JTK building with no change in contract total.

6.C. [25-2796](#)

PW – Fehr Graham & Associates LLC 5692SERV – This contract is being extended to January 31, 2027 for construction management services for the Woodridge Greene Valley Wastewater Treatment Phase 1 Project with no change in contract total.

7. JOINT PURCHASING AGREEMENT

7.A. [FM-P-0053-25](#)

Recommendation for the approval of a contract to Heartland Business Systems LLC, to replace and expand existing video surveillance solution with Verkada Command for the Circuit Court at the Judicial Office Facility, for Facilities Management, for the period of November 25, 2025 through November 24, 2026, for a total contract amount not to exceed \$1,457,141.52; per quote #391347 v2. Contract pursuant to the Intergovernmental Cooperation Act (TIPS Contract #220105).

8. ACTION ITEMS**8.A. [FM-R-0012-25](#)**

Recommendation for the approval of an Agreement between the County of DuPage, Illinois, and the DuPage County Employees' Credit Union, for lease of space at the JTK Administration Building and ATM Operation at the Sheriff's Office, for Facilities Management, for the ten-year period of December 1, 2025 through November 30, 2035, for an annual amount not to exceed \$1.00.

9. OLD BUSINESS**10. NEW BUSINESS****11. ADJOURNMENT**



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-2793

Agenda Date: 11/18/2025

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, November 4, 2025

9:00 AM

Room 3500B

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Michael Childress at 9:00 AM.

2. ROLL CALL

Member Mary Ozog arrived at 9:09 am due to attending another committee meeting.

Other Board Members Present:

Member Yeena Yoo

Member Cindy Cronin-Cahill arrived at 9:12 am due to attending another board meeting.

PRESENT	Childress, Galassi, Garcia, and Zay
ABSENT	DeSart
LATE	Ozog

3. CHAIRMAN'S REMARKS - CHAIR CHILDRESS

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-2671](#)

Public Works Committee - Regular Meeting Minutes - Tuesday, October 21, 2025

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi

6. BUDGET TRANSFERS

6.A. [25-2672](#)

PW – Transfer of funds from account no. 2000-2555-53828 (Contingencies) to account no. 2000-2555-51000 (Benefit Payments) and account no. 2000-2640-53828 (Contingencies) to account no. 2000-2640-53040 (Employee Medical and Hospital Insurance) in the amount of \$130,000 for benefit payments for retiring employee payouts

and payroll charges.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Kari Galassi

7. CONSENT ITEMS

7.A. [25-2673](#)

FM - Clark Dietz, Inc. 7092-0001 SERV – This contract is being extended to November 30, 2026 to complete the current Solar Array Phase II project and on-call professional engineering services with no change in contract total.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Paula Garcia

8. BID AWARD

8.A. [25-2674](#)

Recommendation for the approval of a contract to Russo Hardware, Inc. d/b/a Russo Power Equipment, to furnish and deliver an Arctic Sectional Snow Pusher & Cat Fusion Coup mount, for Facilities Management-Grounds, for the period November 4, 2025 through December 31, 2025, for a total contract amount not to exceed \$16,649.00, per lowest responsible e-quote bid #25-125-FM.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Kari Galassi

8.B. [25-2675](#)

Recommendation for the approval of a contract to Russo Hardware, Inc. d/b/a Russo Power Equipment, to furnish and deliver an Arctic Sectional Sno-Wing & Skid Steer Mount, for Facilities Management-Grounds, for the period November 4, 2025 through December 31, 2025 for a total contract amount not to exceed \$18,500.00, per lowest responsible e-quote bid #25-128-FM.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Paula Garcia

9. BID RENEWAL**9.A. [25-2676](#)**

Recommendation for the approval of a contract to Best Technology Systems, Inc., to provide pistol range maintenance services and repairs, as needed, for the Sheriff's Office, for Facilities Management, for the period of December 6, 2025 through December 5, 2027, for a total contract amount not to exceed \$19,380, per lowest responsible bid #23-115-FM. First and final option to renew.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Paula Garcia

9.B. [FM-P-0052-25](#)

Recommendation for the approval of a contract to Valdes Supply, to furnish and deliver restroom tissue and paper towels to the Judicial Office Facility, JTK Administration Building and the Jail on a monthly basis, and as needed for the Power Plant, Children's Center, Office of Emergency Management, and the Coroner's Office, for Facilities Management, for the period December 1, 2025 through November 30, 2026, for a total contract amount not to exceed \$104,794.16; per bid #22-112-FM, third and final option to renew.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Paula Garcia

10. ACTION ITEMS**10.A. [TE-P-0018-25](#)**

Recommendation for the approval of a contract purchase order to Verizon Wireless, for wireless tablet and machine-to-machine services, for the Sheriff's Office, Division of Transportation, Stormwater, and Public Works, for the period of November 16, 2025 through September 30, 2026, for a total contract amount not to exceed \$33,510; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Kari Galassi

10.B. [25-2677](#)

Recommendation for the approval of a contract purchase order issued to Menards, to

provide a variety of products, for Public Works, for the period of November 4, 2025 to November 30, 2025, for a total contract amount not to exceed \$7,500.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Paula Garcia

11. OLD BUSINESS

11.A. Touch Screen Review

Deputy Director of Facilities Management Geoffrey Matteson reviewed and provided an update on the kiosk that will be located outside on the south end of the 421 building. Mr. Matteson also provided some information on additional touch screens that could be placed throughout the 421 building to assist visitors and provide content. Chief Administrative Officer Nick Kottmeyer and Mr. Matteson answered any questions from Member Garcia about the Heritage Gallery and Member Zay about the use of the space. The board gave consensus to continue to review the touch screens throughout the 421 building.

12. NEW BUSINESS

12.A. Campus Memorial for Victims of Violence

Deputy Director of Facilities Management Geoffrey Matteson reviewed the possible location and possible concepts for the Victims of Violence Memorial. Chief Administrative Officer Nick Kottmeyer and Mr. Matteson answered any questions from Member Galassi and Member Zay about funding and Member Yoo about a community garden. A consensus was given to continue to look into the project and provide costs.

13. ADJOURNMENT

With no further business, the meeting was adjourned.



Consent Item

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-2794

Agenda Date: 11/18/2025

Agenda #: 6.A.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
PW 11/18
CB 11/25

Date: Oct 27, 2025

MinuteTraq (IQM2) ID #: 25-2660

Purchase Order #: 6953-0001 SERV	Original Purchase Order Date: Mar 20, 2024	Change Order #: 4	Department: Facilities Management
Vendor Name: Carbon Day		Vendor #: 14176	Dept Contact: Cathie Figlewski
Background and/or Reason for Change Order Request:	Second Amendment to Contract 6953-0001 SERV issued to Carbon Day EV Charging, to furnish, deliver, and install two (2) ChargePoint electric vehicle charging stations, for the County campus, for Facilities Management, for a change order to extend the contract to May 31, 2026, no change in contract amount.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE	
A	Starting contract value
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B)
D	Amount of this Change Order ☐ Increase ☐ Decrease
E	New contract amount (C + D)
F	Percent of current contract value this Change Order represents (D / C)
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
- ☐ Change budget code from: _____ to: _____
- ☐ Increase/Decrease quantity from: _____ to: _____
- ☐ Price shows: _____ should be: _____
- ☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: May 17, 2025 to: Nov 30, 2025
- ☐ Increase $\geq$ \$2,500.00, or $\geq$ 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below:

--

CF	5665	Oct 27, 2025		5665	Oct 20, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	11/13/2025	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Oct 27, 2025

File ID #: 25-2660

Purchase Order #: 6953-0001 SERV

Requesting Department: Facilities Management	Department Contact: Tim Harbaugh
Contact Email: tim.harbaugh@dupagecounty.gov	Contact Phone: x5670
Vendor Name: Carbon Day	Vendor #: 14176

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Contact Extension to May 31, 2026, to complete the installation of two (2) EV charging stations on County campus, for Facilities Management. No change in contract total.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Contract extension needed due to delays in the installation of the EV charging stations.

Original Source Selection/Vetting Information - Describe method used to select source.

Intergovernmental Cooperation Act - Sourcewell Contract #042221-CPI.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

- 1) Extend the contract to finish the installation of two (2) EV Charging stations for Facilities Management.
- 2) Do not extend contract. Not recommended due to the fact the we already have the charging stations in our possession.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

No fiscal impact.



Consent Item

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 25-2795

Agenda Date: 11/18/2025

Agenda #: 6.B.

Consent
PW 11/18
CB 11/25



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Nov 4, 2025

MinuteTraq (IQM2) ID #: 25-2718

Purchase Order #: 6826-0001 SERV	Original Purchase Order Date: Dec 12, 2023	Change Order #: 4	Department: Facilities Management
Vendor Name: Amber Mechanical Contractors		Vendor #: 12405	Dept Contact: Cathie Figlewski
Background and/or Reason for Change Order Request:	Contract time extension to May 31, 2026. No change in contract amount.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$5,314,150.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$5,314,150.00
D	Amount of this Change Order ☐ Increase ☐ Decrease	\$0.00
E	New contract amount (C + D)	\$5,314,150.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%
DECISION MEMO NOT REQUIRED		

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
☐ Change budget code from: _____ to: _____
☐ Increase/Decrease quantity from: _____ to: _____
☐ Price shows: _____ should be: _____
☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED	
☒ Increase (greater than 29 days) contract expiration from: Dec 29, 2025 to: May 31, 2026	
☐ Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source _____	
☐ OTHER - explain below:	

cf	5665	Nov 4, 2025		Nov 4, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	11/10/2025
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Nov 4, 2025

File ID #: 25-2718

Purchase Order #: 6826-0001SERV

Requesting Department: Facilities Management	Department Contact: Cathie Figlewski
Contact Email: catherine.figlewski@dupagecounty.gov	Contact Phone: X5665
Vendor Name: Amber Mechanical Contractors	Vendor #: 12405

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approve contract extension to May 31, 2026 to complete current HVAC project at the JTK building.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

A contract extension to May 31, 2026 is necessary to complete the current HVAC project due to a delayed lead-time on materials necessary to complete the project.

Original Source Selection/Vetting Information - Describe method used to select source.

Lowest responsible bid #23-125-FM.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

- 1) Approve contract time extension to May 31, 2026.
- 2) Do not approve time extension. Not recommended because the HVAC replacement project at the JTK building is currently under construction and Amber Mechanical Contractors has substantially completed most of the project.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Time extension only. No change in contract total.



Consent Item

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-2796

Agenda Date: 11/18/2025

Agenda #: 6.C.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

consent
PW 11/18
CB 11/25

Date: Nov 6, 2025

MinuteTraq (IQM2) ID #: N/A

Purchase Order #: 5692SERV	Original Purchase Order Date: Feb 8, 2022	Change Order #: 10	Department: Public Works
Vendor Name: Fehr Graham & Associates		Vendor #: 38645	Dept Contact: Drew Cormican
Background and/or Reason for Change Order Request:	Contract time extension to January 31, 2027. No change in contract total.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
☒ (B) The change is germane to the original contract as signed.
☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$2,252,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$2,252,000.00
D	Amount of this Change Order ☐ Increase ☐ Decrease	
E	New contract amount (C + D)	\$2,252,000.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
- ☐ Change budget code from: _____ to: _____
- ☐ Increase/Decrease quantity from: _____ to: _____
- ☐ Price shows: _____ should be: _____
- ☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

- ☒ Increase (greater than 29 days) contract expiration from: Nov 25, 2025 to: Jan 31, 2027
- ☐ Increase $\geq$ \$2,500.00, or $\geq$ 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below:

<u>DSE</u>	<u>11/6/25</u>	<u>MP</u>	<u>11/6/25</u>		
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
<u>[Signature]</u>		<u>11/10/2025</u>			
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Nov 6, 2025

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: DuPage County Public Works	Department Contact: Sean Reese
Contact Email: Sean.reese@dupagecounty.gov	Contact Phone: 630.985.7400
Vendor Name: Fehr Graham & Associates	Vendor #: 38645

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approve contract extension to January 31, 2027 for construction management services correlated to the Woodridge Greene Valley Wastewater Treatment Phase 1 Improvement Project.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

A contract time extension to January 31, 2027 is necessary to complete RFI review and construction management services on the Phase 1 Improvement Project that is currently underway at the Woodridge Greene Valley Wastewater Treatment Plant. Fehr Graham & Associates provided design engineering on the project and is providing construction management engineering services related to the Phase 1 Improvement Project at the Woodridge Greene Valley Wastewater Treatment Plant.

Strategic Impact

Quality of Life

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Construction management engineering services through Fehr Graham is utilized on to review RFI's and engineering questions, manage the construction project and ensure that the contractor is submitting the appropriate documentation. The improvements assist in continued rehabilitation of the existing facilities and will improve the plant screening process, grit removal process, and aeration process.

Source Selection/Vetting Information - Describe method used to select source.

A request for a statement of interest from qualified firms was posted. DCPW received 9 SOI's and completed a consultant evaluation to rank the firms. Through the process, it was determined that Fehr Graham & Associates. was the top firm based on their experience in the services that are needed.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Approve contract time extension to January 31, 2027.
2. Do not approve the time extension. Not recommended due to the construction of the phase 1 improvement project already being underway.
3. Do not approve the time extension and go back out for another QBS posting. Not recommended due to the firms experience in designing the project, as well as upgrading and modernizing the wastewater treatment plants in order to maintain parameters set with EPA regulations.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Time extension only. No change in contract total.



Facilities Management Requisition Over \$30K

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-P-0053-25

Agenda Date: 11/18/2025

Agenda #: 7.A.

AWARDING RESOLUTION
ISSUED TO HEARTLAND BUSINESS SYSTEMS LLC
TO REPLACE AND EXPAND EXISTING VIDEO SURVEILLANCE FOR THE
CIRCUIT COURT AT THE JUDICIAL OFFICE FACILITY
FOR FACILITIES MANAGEMENT
(CONTRACT AMOUNT NOT TO EXCEED \$1,457,141.52)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and TIPS Contract #220105, the County of DuPage will contract with Heartland Business Systems LLC; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Heartland Business Systems LLC, to replace and expand existing video surveillance solution with Verkada Command for the Circuit Court at the Judicial Office Facility, for the period November 25, 2025 through November 24, 2026, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to replace and expand existing video surveillance solution with Verkada Command for the Circuit Court at the Judicial Office Facility, for the period November 25, 2025 through November 24, 2026, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Heartland Business Systems LLC, 1700 Stephen Street, Little Chute, WI 54140, for a contract total amount not to exceed \$1,457,141.52. Contract pursuant to the Intergovernmental Cooperation Act, per the TIPS Contract #220105.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2686	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,457,141.52
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,457,141.52
	CURRENT TERM TOTAL COST: \$1,457,141.52	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Heartland Business Systems, LLC	VENDOR #:	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Mike Carroll	VENDOR CONTACT PHONE: 608-444-7994	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: mcarroll@hbs.net	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Heartland Business Systems, LLC, to replace and expand existing video surveillance solution with Verkada Command for the Circuit Court at the Judicial Office Facility, for Facilities Management, for the period November 25, 2025 through November 24, 2026, for a total contract amount not to exceed \$1,457,141.52; per quote #391347 v2. Contract pursuant to the Intergovernmental Cooperation Act – TIPS Contract #220105.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Due to current issues with poor image quality, coverage and equipment at or near end of life, we recommend replacing the current systems with one new system that will allow for increased security, visibility and safety for our staff and visitors to the 503, 505, 509 and exterior perimeter of these buildings.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This system matches the new system that was selected and installed for the Jail. After careful consideration, testing and discussions with stakeholders, it was determined that this system meets and or exceeds the needs for our Judicial Buildings and parking areas.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). The Sheriff's Department, 18th Judicial Circuit Court have recommended that we enter an agreement to have this system provided and installed. One option is to leave existing system in place. This does not provide the necessary security, visibility and safety that is required for our buildings. 2nd option is to upgrade the failing equipment, however the systems currently in place do not have the capacity to provide the necessary coverage and functionality that the recommended system provides.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Heartland Business Systems LLC	Vendor#:	Dept: Facilities Management	Division:
Attn: Mike Carroll	Email: mcarroll@hbs.net	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 5400 Patton Drive, Suite 4B	City: Lisle	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 608-444-7994	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Heartland Business Systems LLC	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Mark Thomas	Email: mark.thomas@dupagecounty.gov
Address: 1700 Stephen Street	City: Little Chute	Address: 505 N. County Farm Road	City: Wheaton
State: WI	Zip: 54140	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-8700	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 25, 2025	Contract End Date (PO25): Nov 24, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		HBS Video Surveillance System	FY26	6000	1220	54010	2505033	1,324,674.11	1,324,674.11
2	1	LO		Contingency	FY26	6000	1220	54010	2505033	132,467.41	132,467.41
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 1,457,141.52

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Replace and expand existing video surveillance solution with Verkada Command for the Circuit Court at the Judicial Office Facility, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, Mark Thomas, and Clara Gomez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works committee: 11/18/25 County Board: 11/25/25 Job #25-05033
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The Interlocal Purchasing System

Purchasing Made Personal



Printed 23 October 2025

www.hbs.net

Heartland Business Systems LLC

EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM
PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	1700 Stephen Street	NAME Charlie Martin
CITY	Little Chute	PHONE (866) 839-8477
STATE	WI	FAX (866) 839-8472
ZIP	54140	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AZ | AR | IL | IA | KS | MI | MN | MO | NE | OK | TX | WI

Overview

HBS provides complete, local, end-to-end technology solutions. We assist with any technology need, solve problems, and exceed expectations. At every level of the company, we are committed to providing high-quality services to each of our clients. With multiple locations in the Midwest, HBS serves commercial, public sector and small to medium business with results-driven information technology services. Everything we do is to help clients achieve their full potential. We are committed to developing long-term trusting relationships with clients large or small, across all industries. We help clients achieve their full potential by providing end-to-end customized technology solutions backed by a local team of highly skilled experts.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
220105	Technology Solutions Products and Services	05/31/2027	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS**220105**

Brad Ellingsworth	General Manager -	(417) 343-0265	bellingsworth@hbs.net
Jennifer Bricker	Solutions Consultant	(870) 530-1444	jbricker@hbs.net

Verkada Camera Implementation - Post 11/17/2025

Quote #391347 v2

Prepared For:

DuPage County Courthouse

 Mark Thomas
 505 N. County Farm Road
 Wheaton, IL 60187-0707

P: (630) 407-8700

E: mark.thomas@dupagecounty.gov

Prepared by:

Chicago Illinois Office

 Mike Carroll
 5400 Patton Drive
 Suite 4B
 Lisle, IL 60532

P: 608-444-7994

E: mcarroll@hbs.net

Date Issued:

10.23.2025

Expires:

11.28.2025

Contract

Qty

TIPS Contract #220105

Surveillance - 10 Year Licensing

		Price	Qty	Ext. Price
CD53-256-HW	Verkada CD53 Indoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention	\$950.49	214	\$203,404.86
CD53-256E-HW	Verkada CD53-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention	\$1,096.83	12	\$13,161.96
CD63-512E-HW	Verkada CD63-E Outdoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,389.51	91	\$126,445.41
CD63-512E-HW	Verkada CD63-E Outdoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	\$0.00	1	\$0.00
CF83-512E-HW	Verkada CF83-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,316.34	8	\$10,530.72
CH53-1TBE-HW	Verkada CH53-1TBE-HW Outdoor Multisensor Camera 5MP Coverage	\$2,633.41	9	\$23,700.69
CP63-1TBE-HW	Verkada CP63 Outdoor PTZ Camera, 4K, 1TB of Storage, Maximum 30 Days of Retention	\$3,438.29	2	\$6,876.58
VX52-HW	Verkada VX52 Viewing Station	\$365.12	7	\$2,555.84
SMTB	Bogen - Drop Ceiling Tile Bridge - 5-Pack	\$46.28	49	\$2,267.72
ACC-CAM-SHIELD-1	Verkada Camera Weather Shield	\$57.80	27	\$1,560.60
ACC-MNT-ANGLE-1	Verkada Angle Mount, 30 deg	\$109.02	8	\$872.16
ACC-MNT-ARM-1	Verkada Arm Mount	\$72.44	9	\$651.96
ACC-MNT-XLARM-1	Verkada Large Arm Mount (PTZ)	\$116.34	2	\$232.68
ACC-MNT-PEND-1	Verkada Pendant Cap Mount	\$50.49	9	\$454.41
ACC-MNT-POLE-1	Verkada Pole Mount	\$152.93	3	\$458.79
ACC-MNT-CORNER-1	Verkada Corner Mount	\$145.61	9	\$1,310.49

Surveillance - 10 Year Licensing		Price	Qty	Ext. Price
ACC-POE-60WHS-NA	Verkada PoE++ (802.3bt-2018) Injector, GigE, High Surge Protection, North America	\$130.98	9	\$1,178.82
ACC-POE-90W-E-NA	Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Outdoor, North America Type B Plug	\$218.78	1	\$218.78
GC31-E-HW	Verkada GC31 Cellular Gateway, Outdoor	\$950.49	1	\$950.49
LIC-VX-10Y-CAP	Verkada 10-Year Viewing Station License, Capacity Increase	\$2,298.28	7	\$16,087.96
LIC-CAM-10Y-CAP	Verkada 10-Year Camera License, Capacity Increase	\$1,148.85	328	\$376,822.80
LIC-GC-1VD-5Y-CAP	Verkada 5 Year Cellular Gateway Data Plan, Includes Unlimited Data for 1 Verkada Video Device, Capacity Increase	\$3,444.83	1	\$3,444.83
LIC-CAM-MLT4-10Y-CAP	10-Year Four-Camera Multisensor License, Capacity Increase	\$4,137.24	9	\$37,235.16
LIC-GC-10Y-CAP	10-Year Cellular Gateway License, Capacity Increase	\$1,551.15	1	\$1,551.15
UN874034114/10	Cable - Plenum - CAT6 - Yellow - 1000ft.	\$372.79	86	\$32,059.94
760207274	Patch Panel - Modular - 24 Port	\$76.19	26	\$1,980.94
760254710	Modular - Surface Box - Ivory - 1 port	\$4.56	343	\$1,564.08
760257312	Data Jack - Insert - Yellow	\$9.52	686	\$6,530.72
566-115-001	Patch Cable - CAT6 - Yellow - 1ft.	\$1.56	343	\$535.08
566-115-005	Patch Cable - CAT6 - Yellow - 5ft.	\$2.52	343	\$864.36
566-115-007	Patch Cable - CAT6 - Yellow - 7ft.	\$2.98	343	\$1,022.14
566-115-014	Patch Cable - CAT6 - Yellow - 14ft.	\$4.97	9	\$44.73
Lift Rental	Lift Rental - 45 foot boom Lift (wouldn't need until close to the end of the job)	\$2,408.12	1	\$2,408.12
HBS-MISC-CABLING	Miscellaneous Expenses	\$10,750.00	1	\$10,750.00
Subtotal:				\$889,734.97

Fortinet Switches		Price	Qty	Ext. Price
FS-148F-FPOE	Fortinet FortiSwitch Ethernet Switch - 48 Ports - Manageable - Gigabit Ethernet, 10 Gigabit Ethernet - 10/100/1000Base-T, 10GBase-X - 2 Layer Supported - Modular - 895.70 W Power Consumption - 740 W PoE Budget - Optical Fiber, Twisted Pair -	\$1,688.08	26	\$43,890.08
FC-10-148FF-247-02-36	Fortinet FortiCare Comprehensive Support - Extended Service (Renewal) - 3 Year - Service - 24 x 7 x Next Business Day - Service Depot - Exchange - Parts	\$614.31	26	\$15,972.06
Subtotal:				\$59,862.14

Services	Price	Qty	Ext. Price
HBS-FF-PROJECT Fixed Fee Project	\$368,264.00	1	\$368,264.00
Subtotal:			\$368,264.00

Shipping	Price	Qty	Ext. Price
HBS-SHIPPING-PO Estimated Shipping	\$6,813.00	1	\$6,813.00
Subtotal:			\$6,813.00

Non-Returnable/Non-Refundable Language

Fortinet Note:

Customer understands that all orders for Fortinet are final when accepted by Fortinet. No cancellations, returns, exchanges or refunds are allowed.

Verkada Note:

Customer understands that all orders for Verkada offers a 30-day money-back guarantee on their products. If you are not satisfied with your purchase, you can return it within 30 days of the purchase date.

To initiate a return, please contact HBS. Verkada also provides a 10-year product warranty for their security systems, which can be found in their [Verkada End User Agreement](#). The warranty does not cover damage from accidents, misuse, acts of God, or unauthorized hardware use. If a product is discontinued, Verkada will still replace return merchandise authorization (RMA) units with the same discontinued product if available. If not, they will provide a functionally equivalent replacement and transfer the remaining license term.

Quote Summary	Amount
Surveillance - 10 Year Licensing	\$889,734.97
Fortinet Switches	\$59,862.14
Services	\$368,264.00
Subtotal:	\$1,317,861.11
Shipping:	\$6,813.00
Total:	\$1,324,674.11

This Quote does not include any federal or state prevailing wage rates, unless specifically noted. If this project requires compliance with any federal or state prevailing wage laws, the customer must immediately notify Heartland in writing prior to acceptance so that Heartland can provide an updated Quote. Any modifications made after the project commencement will result in additional charges and delays.

This quote may not include applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges. Final applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2022.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be

required to sign this Quote for purposes of approving the order. QT.2025.v1.0

Acceptance	
Chicago Illinois Office	DuPage County Courthouse
Mike Carroll	Mark Thomas
Signature / Name	Signature / NameInitials
10/23/2025	
Date	Date



STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Business Systems, LLC ("Seller"), with corporate headquarters located at 1700 Stephen Street, Little Chute, WI 54140, and customer ("Buyer").

1. **ACCEPTANCE OF TERMS.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of any products or services from Seller.
2. **PAYMENT.** All invoices provided by Seller to Buyer shall be paid within the time provided by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*. In the event that Buyer is delinquent on paying any amount, Seller reserves the right to charge interest on the unpaid amount at the rate provided for by the Prompt Payment Act. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
3. **FORCE MAJEURE.** Either party's performance hereunder shall be excused if such nonperformance or delay of performance is due to any cause beyond the reasonable control of the party and is the direct or indirect result of, but not limited to, acts of God; acts of the public enemy; acts of the United States of America, or any state, territory or political subdivision thereof; fires; war; riots; terrorism; floods; epidemics; quarantine restrictions; insurrection; strikes; labor shortage; shipping delays; materials shortage; inability to obtain products or services; loss, failure or malfunction of computer or other systems; loss of data or freight embargoes. Any force majeure occurrence shall allow the parties to extend the period for performance for the duration of the delay or in the event that performance is rendered impossible or impracticable, to terminate such performance.
4. **SHIPPING.** With respect to any products that are to be shipped, shipment shall be FOB Destination, except that freight charges shall be Buyer's responsibility. Delivery shall be deemed completed when the goods have been placed into the hands of Buyer at Buyer's delivery address. Any shipping, delivery, completion or other dates are estimates only. Any claim for loss or damage during shipment must be made as follows: Buyer shall note the loss or damage on the delivery slip at the time of signing, and Buyer shall also provide written notification to Seller within five business days. Title to any software shall remain with the applicable licensor, and Buyer's rights are contained in the license agreement between the licensor and Buyer.
5. **WARRANTY.** Any hardware, software, parts, licenses or third-party services sold to Buyer, or integrated, included or utilized as part of any Seller service offering sold to Buyer, may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are set forth in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against Seller. Buyer shall look solely to the manufacturer or other third party for any loss, claims, damages or indemnification arising from or related to the above-mentioned products or third-party services. Buyer may also be subject to additional terms and conditions imposed by the manufacturer or other third party. **SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
6. **PROFESSIONAL SERVICES.** Seller may provide professional services as requested by Buyer. All services provided by Seller, which include labor and travel charges, are subject to the terms and conditions as set forth in this Agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid HBSFLEX Agreement purchased by Buyer, at the rates set forth in the most current version of the HBSFLEX Volume Service Schedule, as updated from time to time, or may be billed out to Buyer at the then-prevailing hourly rate. Regardless of whether the services are covered under warranty, applied to a HBSFLEX Agreement or billed out at an hourly rate, all terms of this Agreement apply. Seller's records shall be the sole measurement of professional services and/or time expended by Seller. HBSFLEX Agreements may not be used to purchase products, and each HBSFLEX Agreement shall automatically expire eighteen months after the date of invoice for that HBSFLEX Agreement.
 - A. **Warranty.** If services provided are in connection with a problem that is covered by a manufacturer or other third-party warranty, then such services shall not be counted against a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation, which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third-party warranty will be applied to a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, whichever applies.
 - B. **HBSFLEX Agreements.** Buyer may choose to purchase a pre-paid HBSFLEX Agreement from Seller. When a HBSFLEX Agreement is purchased, labor and travel charges incurred will be applied against the HBSFLEX Agreement. Buyer will receive informational invoices detailing the services as they are provided.
1. When a pre-paid HBSFLEX Agreement is exhausted an additional HBSFLEX Agreement may be purchased. If an additional HBSFLEX Agreement is not purchased, then services will be billed out at the then-prevailing hourly rates.

2. Either party may terminate a pre-paid HBSFLEX Agreement by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this Agreement is terminated before the HBSFLEX Agreement is expended, then Seller shall refund 75% of the unused portion of the fee and may retain the balance.
- C. Hourly Rates. Should services provided not be covered under a manufacturer or third-party warranty or should Buyer not have purchased or not have time available on a HBSFLEX Agreement, then all labor and travel will be billed out at Seller's then-prevailing hourly rates.
7. PROFESSIONAL SERVICE ESTIMATES. At times, Buyer may request time estimates for service situations. Seller will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.
8. FOUR-HOUR RESPONSE; AFTER HOURS WORK. For calls received on normal business days, excluding holidays, Seller will use its best effort to respond to Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of Buyer's request. Any work occurring after 5:00 p.m. or before 8:00 a.m. CT or on weekends is subject to a bill rate of 1.5 times the normal rates.
9. ASSIGNABILITY. Seller may delegate all, or any part of, its duties hereunder to a subcontractor only upon prior written consent of Buyer.
10. EXCLUDED EQUIPMENT. Seller may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
11. BUYER'S RESPONSIBILITY. Buyer shall use its best efforts to cooperate with Seller in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Seller's performance. Buyer shall designate one employee for each location at which services may be rendered under this Agreement, with full authority to act for Buyer in the event that Buyer's input is required regarding such services. If Seller agrees to provide services at Buyer's property, Buyer shall maintain sufficient insurance coverage to protect the property and Seller.
12. LICENSING. Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization, and Buyer shall hold Seller harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software. Seller warrants and represents to Buyer that it possesses, shall deliver, and/or shall arrange an opportunity for Buyer's purchase of, a proper license for all software being provided by Seller to Buyer under this Agreement.
13. BACKUP AND SECURITY. Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up, and Buyer understands that Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder. Buyer warrants and represents to Seller that Buyer has properly secured its network and systems, in accordance with current industry best standards, and Buyer understands that Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of Buyer's failure to properly secure its network or systems.
14. NON-SOLICITATION. To the extent allowed by applicable law, during the term of this Agreement, and for a period of one year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Seller, who became known to Buyer by virtue of such employee's providing services under this Agreement, to terminate his or her employment with Seller. In addition, to the extent allowed by applicable law, during the term of this Agreement, and for a period of one year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Seller, who became known to Buyer by virtue of such employee's providing services under this Agreement, for employment which would end or diminish that employee's service with Seller. Buyer acknowledges that Seller will suffer irreparable harm as a result of Buyer's violation of this paragraph and that Seller may bring an action for injunctive relief and/or actual damages to enforce this provision.
15. DELINQUENCY. Seller shall have the right to immediately suspend or terminate providing any products and services in the event that Buyer is delinquent on payment of any outstanding invoices or Buyer becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or the benefit of creditors, (provided that Seller shall first provide Buyer with fourteen days' written notice and opportunity to cure). Buyer shall have the right to immediately suspend or terminate this Agreement in the event Seller is delinquent in satisfying its obligations under this Agreement (provided that Buyer shall first provide Seller with fourteen days' written notice and opportunity to cure) or where Seller becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or the benefit of creditors.
16. EXCLUSIVE REMEDY/LIMITATION OF LIABILITY. Notwithstanding any other provision herein, Seller's sole and exclusive liability to Buyer for any breach of this Agreement, or breach of any warranty, express or implied, found to have been made in connection with this Agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder, in accordance with the applicable manufacturer's warranty pursuant to Section 5 above. Seller shall have no liability

for any indirect, incidental, special, punitive, exemplary, liquidated or consequential damages, or any loss of profits, revenue, data or data use. In the event that Seller is found liable for any damages, Seller's total aggregate liability for whatever cause, whether in an action in contract or in tort or otherwise, shall not exceed the lesser of the total amount that Buyer actually paid to Seller during the eighteen month period immediately preceding such claim, or Seller's insurance coverage in the amount of three million dollars. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded by any third party, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer arising out of or related to data that has not been backed up, or data that is lost, damaged, corrupted, compromised for any reason (including but not limited to weak passwords or network security), or otherwise unsecured, in connection with any services or use of any products sold hereunder, and to the extent permitted by applicable law. Buyer shall indemnify Seller for the same. In the event that Seller recommends a course of action for an engagement, but Buyer instructs Seller to pursue a different course of action despite Seller's recommendation, Buyer shall assume sole responsibility for any problems that arise from Buyer's course of action, and Seller shall have no liability for the same.

17. **ACCEPTANCE.** Except as stated in the following sentence, Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection and any other necessary documentation in order to establish that the product or service is defective, within ten business days after delivery. Product returns, cancellations and order changes are only allowed pursuant to the manufacturer's policies. All data and intellectual property provided by Seller in connection with this Agreement shall belong to Seller ("Seller Materials"). Seller shall retain all rights and interests in and to the Seller Materials after the completion of this Agreement.

18. **CLOUD SERVICES.** Buyer agrees and acknowledges that in order to provide a high level of service, Seller may store Buyer's information in the public, private or hybrid cloud (collectively the "Cloud"). This information may include but is not limited to drawings, pictures, equipment layouts, passwords, backups, or configuration files. Buyer agrees and acknowledges that the Cloud is a separate and independent network, which is not controlled by Seller, and that Seller shall have no liability whatsoever, under any circumstances, for any damages arising out of or relating to the use of the Cloud, including but not limited to the loss of any information. In addition, Seller shall have no liability for the accuracy of any data uploaded by Buyer or any other users. If Buyer is dissatisfied with any Cloud services, Buyer's sole and exclusive remedy is to discontinue use of such services. In the event that Buyer has Seller perform services relating to Buyer's subscription-based services, Buyer shall be responsible for any charges incurred relating to the use of the subscription-based services.

19. **VENDORS.** The parties agree and acknowledge that Seller shall have the right to utilize vendors or subcontractors located in any geographic area, including but not limited to vendors or subcontractors who may provide technical or other support, at Buyer's request. For purposes of providing a high level of service, these vendors or subcontractors may have the ability to use or access any of Buyer's information in connection with such services. This provision shall supersede any conflicting language in any agreement between the parties. Seller may also refer Buyer to other providers from time to time. Seller shall remain responsible for the services provided by subcontractors utilized by Seller to the same extent as if Seller provided such products and services itself.

20. **INDEMNIFICATION.** To the extent permitted by applicable law, each party agrees to indemnify, hold harmless and defend the other and its affiliates, officers, employees, and agents from and against all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including costs and attorneys' fees, arising out of, or related to violation of any law by the indemnifying party, any misrepresentation, gross negligence or misconduct of the indemnifying party, any claim that the indemnifying party has infringed the intellectual property rights of a third party, or the indemnifying party's violation of any end user agreement. Nothing contained herein shall be construed as prohibiting the Buyer, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. Seller, where indemnification is required, shall likewise be liable for the cost, fees and expenses incurred in the Buyer's or the Seller's defense of any such claims, actions, or suits. Nothing herein shall be construed as constituting a waiver of the Buyer's defenses or immunities under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. However, under no circumstances shall either party's total aggregate liability for indemnification, defense and hold harmless exceed that party's insurance coverage in the amount of three million dollars.

21. **AI.** AI related products and services include but are not limited to Microsoft OpenAI, Microsoft 365 Copilot, Microsoft Copilots, Azure AI Search, and all other AI services. The parties acknowledge that AI related products or services do not always function as intended, and that errors, defects, or other unintended consequences may occur from time to time. Seller does not sell or support industrial internet of things technologies, and Seller is unable to provide any guarantee or warranty regarding the effectiveness, accuracy, performance, or outcome of any AI related products or services provided or utilized by Seller or any third parties. Buyer agrees and acknowledges that the use of any AI related products or services is strictly at Buyer's sole risk, and that Seller shall have no liability whatsoever, under any circumstances, for any damages arising out of or relating to the use or misuse of any AI related products or services.

22. **CHOICE OF LAW; JURISDICTION.** This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Illinois. The parties agree to the exclusive jurisdiction of the courts located in DuPage County, Illinois for the resolution of any disputes arising from or related to this Agreement. Each party submits to and accepts, generally and unconditionally, the exclusive jurisdiction of such court. Each party waives any claim that such court is not a convenient forum or the proper venue. The parties agree that neither party may bring or join in any class action litigation

against the other party. No action arising out of this Agreement may be brought by Buyer more than one year after the cause of action has arisen.

23. SEVERABILITY. If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.

24. BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.

25. ADDITIONAL WORK. In the event that Seller agrees to provide additional products or services at any time, the terms and conditions of this Agreement shall govern.

26. EXPORT CONTROL. Buyer shall be required to provide written notice to Seller before providing Seller with access to any information that may be subject to the International Traffic in Arms Regulations, U.S. Export Administration Regulations, or any other similar laws, regulations and orders. Buyer shall also be required to label any such information with the appropriate classification so that Seller is informed of the regulations applicable to such information.

27. ENTIRE AGREEMENT. This Agreement, together with any Quote or Statement of Work executed by the parties and all applicable terms and conditions of the cooperative purchasing contract: The Interlocal Purchasing System's "TIPS Vendor Agreement," dated February 15, 2022, derived from "TIPS RFP # 220105 Technology Solutions, Products and Service," is the entire agreement of the parties respecting the sale of any products or services from Seller to Buyer. This Agreement supersedes and replaces any prior agreements between the parties with respect to the subject matter hereof. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

Authorized Customer Signature:	Signature on File
Date:	12-19-2024
Name and Title (printed):	Valerie Calvente, Chief Procurement Officer
Customer Name:	DuPage County
Customer Address:	421 N. County Farm Road
Customer City, State, and Zip:	Wheaton, IL 60187
Customer Phone Number:	630-407-6184
Customer Fax Number:	

Heartland Business Systems, LLC Authorized Signature and Date:	Signature on File 12/19/2024
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By: Jonathan Groh, Staff Attorney



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Heartland Business Systems, LLC
CONTACT PERSON:	Jonathan Groh, Staff Attorney
CONTACT EMAIL:	legal@hbs.net

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Jonathan Groh

Signature:  Signature on File

Title: Staff Attorney

Date: October 17, 2025



Facilities Management Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-R-0012-25

Agenda Date: 11/18/2025

Agenda #: 8.A.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE DU PAGE COUNTY EMPLOYEES' CREDIT UNION
FOR LEASE OF SPACE AT THE JTK ADMINISTRATION BUILDING
AND ATM OPERATION AT THE SHERIFF'S OFFICE

WHEREAS, the County of DuPage ("County") operates and maintains various buildings at the County's seat of government ("DuPage County Government Complex") in accordance with the authority granted by the Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1108 (55 ILCS 5/5-1108), including the Jack T. Knuepfer ("JTK") Administration Building and the DuPage County Sheriff's Office; and

WHEREAS, the County is authorized to lease real or personal property owned by the County pursuant to the Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1005, subsection 2 (55 ILCS 5/5-1005(2)); and

WHEREAS, the DuPage County Employees' Credit Union ("Credit Union") is a member-owned not-for-profit financial cooperative chartered under the laws of the State of Illinois and providing financial services to employees of the County; and

WHEREAS, the County and Credit Union have previously entered into agreements for the lease of office space at the Jack T. Knuepfer Administration Building by the Credit Union to serve employees of the County (the County and Credit Union sometimes, collectively, being the "Parties" or, individually, a "Party"); and

WHEREAS, the County has further authorized the Credit Union, pursuant to said lease agreements, to locate and operate an automated teller machine ("ATM") in the Sheriff's Office at 501 N. County Farm Road; and

WHEREAS, the current lease agreement is nearing its expiration and the Parties desire to enter into a new lease agreement for the aforesaid office space and an ATM location at the DuPage County Government Complex, specifically described in and subject to terms and conditions of the attached Lease agreement; and

WHEREAS, it is in the best interests of the County to enter into the attached lease agreement with the Credit Union for the purpose of allowing the Credit Union to continue its use, occupancy and operation an office, and to operate one (1) ATM on and about the DuPage County Government Complex; and

WHEREAS, the lease term shall be in effect commencing, approximately, December 1, 2025 and expiring November 30, 2035.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of DuPage that the County Board Chair and the County Clerk be and they are hereby authorized and directed to execute on behalf of the County of DuPage the attached lease agreement for office space, and additional floor space, with the

DuPage County Employees' Credit Union; and

BE IT FURTHER RESOLVED, that certified copies of this resolution along with copies of the lease agreement, be transmitted by the County Clerk to the Auditor, Treasurer, Finance Director, Facilities Management, Anthony Hayman, State's Attorney's Office, and the DuPage County Employees' Credit Union, Attention: Kathryn Galles; and Nicholas Alfonso, State's Attorney's Office.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE DU PAGE COUNTY EMPLOYEES' CREDIT UNION
FOR LEASE OF SPACE AT THE JTK ADMINISTRATION BUILDING AND ATM
OPERATION AT THE SHERIFF'S OFFICE

THIS INDENTURE WITNESSETH: That the County of DuPage, ("Lessor"), does hereby demise and lease unto the DuPage County Employees' Credit Union, ("Lessee"), the following described premises:

The room, commonly known and described as room 1-700A, consisting of approximately nine hundred square feet of office space in the Jack T. Knuepfer Administration Building, 421 North County Farm Road, together with approximately ten (10) square feet of additional floor space in the lobby of the Sheriff's Office at 501 N. County Farm Road.

To have and to hold said premises for a Term of ten (10) years beginning on the first day of December 2025, and ending on the thirty date of November 2035, unless the Lease shall be sooner terminated as hereinafter provided. By executing this Lease Agreement (hereinafter "Agreement"), the Parties mutually acknowledge and agree that, as of the effective date of this Agreement, the current Lease of the Premises executed by and between the Parties on February 9, 2021, shall be hereby terminated and of no further force and effect. The parties agree and understand that the above-described space allocation for the leased Premises is subject to change and, or, relocation, pending implementation of building occupancy, long-range space planning, or other logistical needs as determined under the sole discretion of the County of DuPage. In all such cases, however, the area of the office constituting the leased Premises shall be approximately the same size as the above-described space, and located within the DuPage County Government Complex, Wheaton, DuPage County, Illinois.

A. In consideration of the covenants of the Lessor, the Lessee covenants and agrees:

1. To pay the Lessor as rent for said premises an annual rate of One Dollar and No Cents (\$1.00). Payments shall be made payable to the County of DuPage c/o Facilities Management, 421 North County Farm Road, Wheaton, Illinois, 60187, the first payment being due on the first day of each November each year after commencement of the Lease term. As further consideration for this lease, the DuPage County Employees Credit Union is a not-for-profit financial cooperative owned by its members which will continue to use the leased space to serve the banking and financial needs of DuPage County employees.

2. Upon taking possession of the Premises, Lessee shall maintain the Premises in good tenantable condition throughout the term of the Lease. Lessee shall use and occupy the Premises solely for its own use and for no other purpose. Lessee will replace, at its own expense, any furnishings, fixtures or other equipment damaged or broken by the Lessee, its agents and employees. Lessee shall be further responsible for damaged or broken furnishings, fixtures or other equipment damaged by third persons in which the

damage is due to Lessee's failure to exercise due care or reasonable diligence in the operation of the office, including failure to supervise its wards, charges, clients, guests and invitees.

3. Lessee shall fully indemnify, hold harmless, and defend the Lessor and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of Lessee's negligent, intentional, or reckless acts or omissions on the Lessor's property and involving Lessee's occupancy and/or use of Premises, or arising from of any act or omission, neglect or misconduct of the Lessee's employees, agents, or its subcontractors including, but not limited to, any claims that may be made by Lessee's employees, agents, and subcontractors themselves for injuries to their person or property or otherwise. Nothing contained herein shall be construed as prohibiting the Lessor, its officials, directors, officers, agents, and employees from defending any claims, suits, demands, proceedings, and actions brought against them through the selection and use of their own agents, attorneys, and experts. Pursuant to Illinois law, the attorney representing the Lessor under this paragraph must be the State's Attorney of DuPage County. The Lessor's participation in its defense shall not remove Lessee's duty to indemnify, defend, and hold the Lessor harmless as set forth above. Any indemnity as provided in this Lease shall not be limited by reason of the enumeration of any insurance coverage herein provided. Lessee's indemnification of Lessor shall survive the termination or expiration of this Lease.

4. Lessee shall provide Lessor with satisfactory proof of all insurance coverage(s) required herein prior to commencing its use and occupancy of the Premises:

- a. Lessee shall maintain a Commercial (comprehensive) General Liability insurance policy with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence; Employer's Liability insurance policy with a limit of not less than One Million Dollars (\$1,000,000) per accident/disease; and Umbrella/Excess Liability Coverage with a limit of not less than One Million Dollars (\$1,000,000) per occurrence. Lessee shall further maintain Worker's Compensation Insurance where applicable in the statutorily required amount(s).
- b. Lessee shall provide Lessor with copies of certificates of insurance and endorsements reasonably required by Lessor prior to the commencement of the Lease Term, as well as renewal certificates of insurance within fifteen (15) days prior to the expiration of any insurance policy required during the Term of the Lease.
- c. The Lessee's required insurance policies shall name the Lessor, its officers, and employees as additional insureds. The Certificate(s) of Insurance and Additional Insured Endorsement(s) shall state: "The County of DuPage, its officers, and employees are named as additional insureds as defined in the [insert applicable policy type] insurance policy."

- d. The Lessee's required insurance policies shall contain a provision that the coverage afforded will not be canceled, materially changed, or a renewal refused without providing written notice to the Lessor as an additional insured and Lessee as a named insured at least thirty (30) days prior to said cancellation, material change, or refusal to renew the insurance policy.
- e. The Lessee's required insurance shall be provided by an insurance company licensed to provide insurance in the State of Illinois and which is acceptable to Lessor. Lessee shall provide Lessor with proof of appropriate insurance coverage prior to commencing its use and occupancy of the Premises.

5. Lessee shall not make any alterations or additions to the Lease Premises without first obtaining the Lessor's prior written consent.

6. Lessee shall not sublet the Premises, in whole or in part, nor assign any right or obligation under this Lease, or any part thereof, without first obtaining the prior written consent of the Lessor.

7. At the expiration or termination of the Lease, Lessee shall surrender the Premises to the Lessor in as good a condition as the Premises were in on the date of the Lessee's taking possession thereof, normal wear and tear excepted.

B. In consideration of the covenants of the Lessee, the Lessor covenants and agrees:

1. If, due to no fault of the Lessee, the Premises are not, at the date of commencement of the Lease or at any time during said Lease, in good, tenantable condition, the Lessor shall return said Premises to such good, tenantable condition within a reasonable time after notice of any untenable condition, in writing, from the Lessee. Lessor agrees to abatement of rent for any period the Premises is not habitable.

2. Lessor shall provide and pay for: i) All electricity used on the Premises, as may be reasonably required for the Lessee's authorized uses thereof; ii) All heat and air conditioning for said Premises, during normal business hours when outdoor weather and temperature require; iii) All fixtures and equipment necessary for electricity, heat and air-conditioning; iv) All necessary maintenance and repairs to all fixtures and equipment; excepting, however, fixtures and equipment damaged, broken, wasted or misused by reason of failure of the Lessee, its agents or employees to exercise due care, for which the Lessee shall reimburse the Lessor for the costs of such maintenance and repairs.

C. The Lessor and Lessee jointly covenant and agree that:

1. Rider "A" attached hereto entitled, "Rules and regulations" is hereby incorporated into and made a part of this Lease. Lessee, and its employees and agents shall obey said "Rules and regulations," and shall exercise care and supervision over its

wards, charges, clients, guests and invitees to ensure that they also obey said "Rules and regulations."

2. Early Termination. Either Party may terminate this Lease early without penalty upon ninety (90) days' advance written notice to the other Party.

3. Lessor shall only look to DuPage County Employees' Credit Union for payment of rent, or other charges, except that the Lessor shall also be entitled to insurance proceeds in the event of any claim or casualty.

4. Notices. Any notice required by the Lease shall be in writing and delivered to the following addresses and Parties:

To LESSEE:

DuPage County Employees' Credit Union
Attn: Kathryn Galles, Administrator
421 N. County Farm Road
Wheaton, IL 60187

To LESSOR:

DuPage County Facilities Management Department
Attn: Director
421 N. County Farm Road
Wheaton, Illinois 60187

Notices sent by mail shall be by registered or certified mail, postage pre-paid, and return receipt requested. If notice is by facsimile transmittal, said notice shall be effective the day of delivery if sent on a business day (defined as Monday through and including Friday, except federal and state holidays) between 9:00 a.m. and 5:00 p.m., and the same notice is also simultaneously mailed via first class regular U.S. mail. Any facsimile transmittal transmitted other than on a business day between 9:00 a.m. and 5:00 p.m. shall become effective on the next business day following the transmittal.

5. The representatives signing the Lease on behalf of the Parties certify that they have authority to execute the Lease and to commit to all described covenants, to the fullest extent such Parties are duly authorized under the law to so act.

6. All improvements to Premises completed on behalf of, or for use of, the Lessee, including work undertaken by the Lessee, directly or through the use of third-party vendors, shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor pursuant to the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as amended from time to time, and in compliance with the requirements of that law.

LESSOR:

THE COUNTY OF DUPAGE

By: _____
DEBORAH A. CONROY
COUNTY BOARD CHAIR

Date: _____

ATTESTED:

By: _____
JEAN KACZMAREK
DUPAGE COUNTY CLERK

Date: _____

LESSEE:

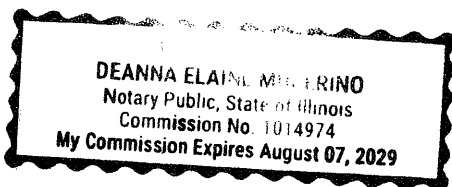
Signature on File
By: _____
Chairman
DuPage County Employees' Credit Union

Date: 10/23/2025

Subscribed and sworn before me on
this 24 day of October, 2025

Signature on File

Notary Public



RIDER "A"
RULERS AND REGULATIONS

1. SIGNAGE: No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed on any part of the outside or inside of said building or on or about the Premises. On the directory board of the Henry J, Hyde Judicial Office Facility, Lessee may affix information pertaining to the leased Premises, but only of such color, size and style of a material as shall be specified by the Lessor in writing.
2. EQUIPMENT: The Lessee shall not (without the Lessor's written consent) put up or operate any steam engine boiler, electric motor, portable heater, machinery or stove upon the Premises nor carry on any mechanical business thereon, nor use flammable fluid thereon. Lessee, or its agents and employees shall bring no contraband, as determined by the Sheriff of DuPage County, into the Henry J, Hyde Judicial Office Facility.
3. LOCKS AND KEYS: No additional locks shall be placed upon any doors of the Premises and Lessee shall not permit any duplicate keys to be made, as all necessary keys will be furnished by the Lessor. But if more than two keys for any door lock are desired, the additional number must be paid for by the Lessee. Upon termination of this lease, the Lessee shall surrender all keys for the Premises and the Henry J, Hyde Judicial Office Facility and give to the Lessor instructions for the combination of all locks on vault doors on the Premises.
4. DELIVERY/RELOCATION OF GOODS: All safes, furniture, boxes and other bulky articles shall be carried up into the Premises at such times and in such times and in such manner as shall be specified by the Lessor; the Lessor reserves the right to prescribe the position of all safes and other heavy articles. Any damage done to the building or to other occupants or tenants in the building by taking in or putting out a safe or other heavy equipment, or from overloading the floor in any way shall be paid for by the Lessee.
5. PROVISION OF SERVICES: Lessor agrees, in addition to the utilities herein described, to furnish hot water in the basins, pipes and faucets of the Premises for Lessee's use, and to provide building elevators and escalators, during the term of this lease. Lessor will be excused from providing such services or utilities on account of Acts of God, civil unrest, labor strikes, accidents, or other causes beyond the control of Lessor, and further except during reasonable periods for the repair of the building's apparatus and equipment. Lessor shall not be liable for any injury or damage whatsoever which may arise or result from his failure to furnish such services, regardless of the cause of said failure, claims for such injury or damage being hereby expressly waived by the Lessee.
6. CUSTODIAL SERVICE: The Lessor shall provide all ordinary custodial work for the leased Premises. In the event that the Lessee requires extraordinary

custodial services because of some special use of the Premises, the Lessee may, with the prior consent of the Lessor, employ persons to do such work, at Lessee's sole expense. Any custodian so employed by the Lessee shall submit a description of the proposed extraordinary custodial work to the DuPage County Deputy Director of Facilities Management for approval before commencing work. Lessee-hired custodians shall be deemed the employees or agents of the Lessee.

7. SECURITY: Lessee shall conform to security regulations as established by the Lessor. The security guards of said building, and DuPage County Sheriff's officers, shall at all times keep a pass key and be allowed admittance to said Premises, to cover and respond to any emergencies that may arise; and to enable such personnel to examine said Premises from time to time.
8. ACCESSIBILITY BY LESSOR: The Lessor and its agents shall have the right to enter the Premises at all reasonable hours to examine or exhibit the same.
9. ELECTRICAL INSTALLATIONS: If the Lessee desires telephone, telecommunications, cable or electrical connections, the Lessor will direct the Lessee-hired electrician as to where and how the wires are to be introduced and without such direction no boring or cutting of the building's walls or structural elements shall be permitted.
10. WINDOW AREAS: No awnings or shades or drapings either inside or outside of the windows may be installed without prior written consent of the Lessor.
11. OBSTRUCTIONS: The Lessee shall not allow anything to be placed against or near any glass on the Premises, or in any location which diminishes the light entering building's public areas. Placement of any object, exhibit, or display shall not be permitted in the halls or corridors without the prior written consent of the Lessor.
12. THERMOSTATS: The Lessee shall not permit persons within the Premises to regulate any thermostat, which control the temperature; but shall report to the Department of Facilities Management whenever the same are not working properly or satisfactorily.
13. ANIMALS/BICYCLES: No bicycle or other vehicle, and no dogs or other animals shall be allowed in offices, halls, corridors or other parts of the building, excepting specially trained "assistance" or "service" dogs for genuinely disabled employees or clients of Lessee.
14. REVISED REGULATIONS: The Lessor reserves the right to make such other, further, reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the premises, and for the preservation of good order therein. Lessee acknowledges and agrees that the DuPage County Sheriff and, or, Chief Judge of the Circuit Court retain rule

making authority under Illinois law, and the common law, relative to the use of the Building, and that all parties within the building are obligated to comply with such rules.

15. BUILDING ACCESS: The building shall be open at 7:00 a.m. and closed at 5:00 p.m. daily Monday through Friday except on Court holidays, or at such hours as the Lessor may from time to time alter or make exception.
16. SELLING OF GOODS AND SERVICES: The supply of goods and services for the convenience of the Lessee shall be furnished only by authorized representatives of the Lessor, or by those organizations granted special written authorization or permission by the Lessor. No tenant shall sell any goods or services upon County- owned property.
17. CANVASSING: The Lessees shall not be permitted to canvass among tenants or occupants of the building.
18. REMOVAL OF PROPERTY: The Lessees shall list all articles to be taken from the building upon a blank form furnished by the Lessor. Said list shall be presented to the office of the Department of Facilities Management for approval prior to acceptance by the security guard.